

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 18		
1. CONTRACT PURCH ORDER/AGREEMENT NO. GS35F0310N			2. DELIVERY ORDER/CALL NO. W56HZV-07-F-0039		3. DATE OF ORDER/CALL (YYYYMMDD) 2007MAR26		4. REQUISITION/PURCH REQUEST NO. SEE SCHEDULE		5. PRIORITY DOA4			
6. ISSUED BY U.S. ARMY TACOM LCMC AMSTA-LC-AL-P SUE STONER (586)574-7322 WARREN, MICHIGAN 48397-5000 EMAIL: STONERS@TACOM.ARMY.MIL HTTP://CONTRACTING.TACOM.ARMY.MIL			CODE W56HZV		7. ADMINISTERED BY (If other than 6) DCMA MARYLAND 217 EAST RED WOOD ST SUITE 1800 BALTIMORE, MD 21202-5299 SCD: C PAS: NONE ADP PT: HQ0338			CODE S2101A		8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)		
9. CONTRACTOR PORTAL DYNAMICS, INC. 5845 RICHMOND HWY SUITE 600 ALEXANDRIA, VA 22303-1865 NAME AND ADDRESS TYPE BUSINESS: Other Small Business Performing in U.S.			CODE 1UHK0		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE			11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMAN-OWNED		
12. DISCOUNT TERMS			13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Block 15									
14. SHIP TO SEE SCHEDULE			CODE		15. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATION P.O. BOX 182264 COLUMBUS, OH 43218-2264				CODE HQ0338		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2	
16. TYPE OF ORDER DELIVERY/CALL <input checked="" type="checkbox"/> PURCHASE THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT. Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation _____, Dated _____. furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.												
NAME OF CONTRACTOR SIGNATURE TYPED NAME AND TITLE DATE SIGNED (YYYYMMDD) <input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:												
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE												
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/SERVICE SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price KIND OF CONTRACT: Supply Contracts and Priced Orders				20. QUANTITY ORDERED/ACCEPTED*		21. UNIT	22. UNIT PRICE		23. AMOUNT	
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.		24. UNITED STATES OF AMERICA MARCIA A. CZAR /SIGNED/ CZARM@TACOM.ARMY.MIL (586)574-8361 BY: CONTRACTING/ORDERING OFFICER							25. TOTAL \$996,322.00		26. DIFFERENCES	
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED												
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP. NO. <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		29. D.O. VOUCHER NO.		30. INITIALS		
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS				31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR		
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.						34. CHECK NUMBER		35. BILL OF LADING NO.				
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)		
40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.								

Name of Offeror or Contractor: PORTAL DYNAMICS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	SECURITY CLASS: Unclassified				
0001AA	<div>INTEGRATED DATA COLLABORATIVE ENVIRONMENT</div> <div>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: FY07 IDE/IDCE UPGRADE PRON: T162T9644K PRON AMD: 01 ACRN: AA CUSTOMER ORDER NO: M9545006MPR6CR7</div> <div>Performance in accordance with Section C.</div> <div>(End of narrative B001)</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination</div> <div>Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 000000 3 DEL REL CD QUANTITY DEL DATE 001 1 29-FEB-2008</div> <div>FOB POINT: Destination</div> <div>SHIP TO: PARCEL POST ADDRESS (W56HZV) SR W4GG HQ US ARMY TACOM 6501 EAST 11 MILE ROAD SHIPPING AND RECEIVING BLDG 249 WARREN MI 48397-5000</div>	1	LO	\$ ** N/A **	\$ 996,322.00

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-F-0039 MOD/AMD	Page 3 of 18
Name of Offeror or Contractor: PORTAL DYNAMICS, INC.		

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

PM-LAV: INTEGRATED DATA COLLOBRATIVE ENVIRONMENT (IDCE) AND INTEGRATED DATA ENVIRONMENT (IDE) PROGRAM

C.1.1 BACKGROUND: The purpose of this Scope of Work (SOW) is to enhance the existing capabilities of the PM-Light Armored Vehicles IDCE and IDE. The current PM LAV IDE is a web based portal that leverages COTS/GOTS/Microsoft-based technology. The objective is to expand weapon system life-cycle support capabilities beyond the current IDE infrastructure without sacrificing work performed to date. At the same time, this effort will leverage current PM-LAV IDE capabilities and develop and deliver new functionalities that can be applied as a template for implementation across all of Marine Corps Systems Command (MCSC) for effective weapon life-cycle management.

C.1.1.1 IDCE has been put forward by the Department of Defense as a mandate for all weapon programs, designed to help reduce procurement cycle time and total ownership costs by digitizing and managing all life cycle data about each weapon program. The IDCE model has been very effective in private industry applications, especially with regards to sustainment support systems. Specific applications of the IDCE for manufacturing and product sustainment industries are now showing a cost avoidance of 19-22% and a reduction of cycle time, or mean time to repair, of over 30% in a majority of cases. OSD and Marine Corps University studies suggest that IDEs within an IDCE collaborative environment are the only way PM-LAV weapons managers and maintainers will achieve these double digit savings over presently planned life cycle costs.

C.1.1.2 The period of performance is 11 months from date of contract award.

C.1.1.3 START OF WORK MEETING: The contractor shall develop and implement a management plan to control and direct the execution of this program. The contractors focus will be on a continuation of management and support for the IDCE, building on previous efforts and development. Initial review of this plan by all affected parties shall be within 15 working days of award of this order and will take place at a mutually agreed upon location. The contractor will review and update the project plan quarterly and submit to the government for review.

C.1.2 TASKINGS: The contractor shall perform the following tasks: enhance PM-LAV IDE functionality; integrate a Program Manager (PM) application into the PM-LAV portal; upgrade the Asset Tracker and integrate it into the PM-LAV Portal; enhance the search capability in the Document Management System and provide system support.

C.1.2.1 IDE PORTAL ENHANCEMENTS: The contractor shall review the Marine Corps Research University (MCRU) Phase II report on IDE usability dated 30 May 2003 and provide the following enhancements recommended in the report: single sign-on capability; workflow, collaboration, functional and performance enhancements; better interaction with other systems; more information accessibility; and better search capabilities (reference Table 6 of the report). The MCRU report is provided as Attachment 001. Additionally, the contractor shall be responsible for understanding the current state of the overall TLCSM effort at PM-LAV to include current IDCE efforts, S&R activities, IETM implementation, and Data Conversion efforts, as referenced in the PMLAV TLCSM Status Report. The contractor shall integrate the following applications into the LAV IDCE servers which will be located within the US Navy office for Joint Distance Support & Response (JDSR) in Crane, IN and LAV-IDE servers located at TACOM-Warren:

- Technical data capture, tagging, storage, and access (including secure data repositories) into the Document Management System of the portal
- Knowledge management and legacy systems interfaces into the Program Managers Application (PMA) of the IDCE
- Configuration management of information, weapons, and software into the Asset Tracker application of the IDCE
- Collaborative work flow and document management into the SharePoint portal
- Collaborative engineering and technical data management into the SharePoint portal
- Contract, Financial Information and Supply Chain management into the PM application
- Business-to-Business, Original Equipment Manufacturer (OEM), and direct-to-user supplier and web order interface environments into the IDCE

C.1.2.2 PORTAL SOFTWARE: The contractor shall review current industry portal software technology and compare and contrast that technology with current LAV-IDE capabilities. This review will incorporate integration capability with the GCSS-selected Oracle suite of products used to develop the GCSS Warfighter Portal as well as other legacy systems that affect the Program Managers business processes to provide total life-cycle management of a weapon system. The Contractor shall work with the JDSR office to coordinate all software development and integration into the PM-LAV IDCE Servers.

C.1.2.3 PROGRAM MANAGER APPLICATION V1.0: The Contractor shall continue development of the beta version of the LAV Program Manager Application (PMA) to enhance the PMA usability and functionality. Building on the previous baseline PMA, V1.0 will create interoperability within the IDE, providing a universal PMLAV tool. This tool will assist in standardizing and automating the program offices adherence to the Department of Defense (DoD) acquisition process. PM-LAV requirements include consistency, continuity and

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-F-0039 MOD/AMD	Page 4 of 18
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Name of Offeror or Contractor: PORTAL DYNAMICS, INC.

continuous improvement for the program management acquisition process, as well as enhanced knowledge management and institutionalization of that knowledge within PM LAV to the benefit of future efforts. The Contractor shall ensure the PMA includes the following functionalities:

- Automate the building of a web based team site framework for program specific collaboration, with links to external resources.
- Identify and assign required documentation templates, team members, and specific core tasks to be accomplished.
- Assign appropriate project tasks to team members and generate a project plan calendar.
- Implement a structured workflow methodology around the project plan that provides consistent process guidelines for document submission and metrics collection points.

C.1.2.3.1 To continue the spiral development of the PMA, the Contractor will leverage the Requirements Analysis (RA) and Detailed System Design (DSD) documents from previous work. The Contractor will conduct the level of effort related to the activities required to provide development, installation and deployment services, to deliver PMA v.1.0. The Contractor will integrate the PMA application into the IDCE portal. The Contractor will integrate the WisdomNet COTS software into the IDCE to satisfy the PMA functional requirements. The WisdomNet software will be provided by the Government.

C.1.2.3.2 The contractor shall ensure the finalized PMA integrates web-based access to resources, document management, task assignment, and workflow database technologies within the IDCE providing location independence.

C.1.2.3.3 PM Application Deliverables, reference ELIN A001:
Program Management Application v.1.0 Requirements Analysis Report due 120 DAC
Program Management Application Detailed System Design Report v.1.0 due 150 DAC
Program Management Application v.1.0 (Final User Acceptance Testing) due 280 DAC
Program Management Application v.1.0 (Final Acceptance Testing) due 330 DAC.

C.1.2.4 ASSET TRACKER APPLICATION V.2. PM LAV has the requirement for the data conversion and redevelopment of its current Access-based AT System. The contractor will implement a new system that is web-enabled, accessible via the LAV-IDCE Portal, to all authorized users. The Contractor shall integrate the web-enabled AT application in the IDCE portal.

C.1.2.4.1 AT Application Deliverables, reference ELIN A002 :
Asset Tracker Application Requirements Analysis Report to be delivered 120 DAC
Asset Tracker Application Detailed Systems Design Report to be delivered 150 DAC
Asset Tracker Application Test Plan to be delivered 150 DAC
Asset Tracker Application End-User Manual to be delivered 300 DAC
Asset Tracker Application Systems Administrator Manual to be delivered 300 DAC
Asset Tracker Application to be completed 330 DAC

C.1.2.5 DOCUMENT MANAGEMENT SYSTEM (DMS) INDEX AND SEARCH CAPABILITY: The contractor shall refine the DMS search capability to streamline document access and retrieval. The Contractor shall develop validated requirements and procedures and a proof-of-concept pilot expandable to an end state. This will entail extracting existing PDF files from the PM-LAV SharePoint server and performing full text Optical Character Recognition (OCR) transformation that will enable documents to be searchable, and publishing these files back into SharePoint. The contractor shall create a methodology for performing this type of transformation, and automating the transformation. The estimated number of files for which the Contractor will provide OCR transformation is approximately 6,500.

C.1.2.5.1 At present a total of approximately 10,000 documents reside in 12 different team sites, each with their own DMS and permissions. The contractor shall reorganize the current structure so that all documents and accompanying metadata are located in one central DMS, searchable and browsable by all portal members of PM-LAV.

C.1.2.5.2 DMS Deliverables, reference ELIN A003:
DMS Index Requirements Analysis Report to be delivered 90 DAC
DMS Index Alternative Analysis and Course of Actions Report v.2.0 due 120 DAC
DMS Index Detailed System Design Report v.2.0 to be delivered 150 DAC
DMS Index Revision (User Acceptance Testing) to be completed by 300 DAC
DMS Index Revision (Final Acceptance) to be completed by 330 DAC

C.1.2.6 ON-CALL MAINTENANCE & SUPPORT:
The contractor shall provide on-call Maintenance & Support (M&S) for the applications and systems developed and/or deployed by PM LAV that are currently in-place and being hosted in the PM LAV IDE located at TACOM in Warren, MI. At a minimum this will include: SharePoint Portal, SQL Server, and programming updates of existing the Portal system as well as development of necessary software. The contractor shall provide on-call access to an individual qualified in SharePoint, SQL Server, and extensive programming and software development experience. The estimated level of effort for this task is not to exceed 640 man-hours during the one year period of contract performance.

C.1.3 SECURITY: Contractor employees will adhere to the provisions set forth in AR 380-5 Army Information Security Program, AR 25-1 Army Knowledge Management Program, AR 25-2 Information Assurance, AR 380-67 (Personnel Security Program).

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-F-0039 MOD/AMD	Page 5 of 18
Name of Offeror or Contractor: PORTAL DYNAMICS, INC.		

C.1.3.1 All personnel that access Government-owned or operated automated computer systems, networks, or databases shall have a security investigation. The minimum requirements to access unclassified Government automated systems are: a National Agency Check (NAC), or a National Agency Check with written Inquiries (NACI).

*** END OF NARRATIVE C 0001 ***

Name of Offeror or Contractor: PORTAL DYNAMICS, INC.

CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM	OBLG MIPR	STAT	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
0001AA	T162T9644K	AA	2	17 671319M7KE2506785400674432DC9641A00006MPR6CR7		\$	996,322.00
	M9545006MPR6CR7						
						TOTAL	\$ 996,322.00

SERVICE NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	OBLIGATED AMOUNT
Marine Corps	AA	17 671319M7KE2506785400674432DC9641A00006MPR6CR7		\$ 996,322.00
			TOTAL	\$ 996,322.00

ACRN	EDI ACCOUNTING CLASSIFICATION	
AA	17 06071319M7KE 250678540067443 2DC9641A00006MPR6CR7 M9545006MPR6CR7	067443
	Regulatory Cite	Title
1	252.204-7006	BILLING INSTRUCTIONS
		OCT/2005

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

[End of Clause]

2	52.204-4011 (TACOM)	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS)	OCT/2005
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In accordance with DFARS PGI 204.7108, the contract shall be paid in accordance with DFARS PGI 204.7108(d)(5), line item specific by cancellation date.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 7 of 18
	PIIN/SIIN W56HZV-07-F-0039	MOD/AMD	

Name of Offeror or Contractor: PORTAL DYNAMICS, INC.

SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 8 of 18
	PIIN/SIIN W56HZV-07-F-0039MOD/AMD	
Name of Offeror or Contractor: PORTAL DYNAMICS, INC.		

CONTRACT CLAUSES

	Regulatory Cite	Title	Date
1	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
2	52.232-32	PERFORMANCE-BASED PAYMENTS (per para (c)(2), requests will be paid on the "30th" day)	FEB/2002
3	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
4	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
5	252.232-7010	LEVIES ON CONTRACT PAYMENTS	SEP/2005
6	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS	AUG/2006

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

[X] (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).

[] (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

[] (4) [Reserved]

(5)

[] (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

[] (ii) Alternate I (Oct 1995) of 52.219-6.

[] (iii) Alternate II (Mar 2004) of 52.219-6.

(6)

[] (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).

[] (ii) Alternate I (Oct 1995) of 52.219-7.

[] (iii) Alternate II (Mar 2004) of 52.219-7.

[] (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

(8)

[] (i) 52.219-9, Small Business Subcontracting Plan (Jul 2005)(15 U.S.C. 637 (d)(4)).

[] (ii) Alternate I (Oct 2001) of 52.219-9.

[] (iii) Alternate II (Oct 2001) of 52.219-9.

[] (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).

(10)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-F-0039 MOD/AMD	Page 9 of 18
Name of Offeror or Contractor: PORTAL DYNAMICS, INC.		

- [] (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- [] (ii) Alternate I (June 2003) of 52.219-23.
- [] (11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- [] (12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- [] (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- [] (14) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- [X] (15) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).
- [X] (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- [X] (17) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).
- [X] (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).
- [X] (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).
- [] (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).
- [X] (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (22)
- [] (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).
- [] (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- [] (23) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).
- (24)
- [] (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2006)(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
- [] (ii) Alternate I (Jan 2004) of 52.225-3.
- [] (iii) Alternate II (Jan 2004) of 52.225-3.
- [] (25) 52.225-5, Trade Agreements (Jan 2006)(19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- [] (26) 52.225-13, Restrictions on Certain Foreign Purchases (Mar 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- [] (27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).
- [] (28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).
- [] (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- [] (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- [X] (31) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-F-0039 MOD/AMD	Page 10 of 18
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Name of Offeror or Contractor: PORTAL DYNAMICS, INC.

[] (32) 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

[] (33) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

[] (34) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

(35)

[] (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003)(46 U.S.C. 1241 and 10 U.S.C. 2631).

[] (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

[X] (1) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005)(41 U.S.C. 351, et seq.).

[] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (May 1989)(29 U.S.C.206 and 41 U.S.C. 351, et seq.).

[] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractors directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-F-0039 MOD/AMD	Page 11 of 18
--------------------	---	---------------

Name of Offeror or Contractor: PORTAL DYNAMICS, INC.

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)

(vii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Apr 2003)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

[End of Clause]

7	252.212-7001	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS	JUL/2006
		(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.	
		[X] 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)	
		(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.	
		[X] 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).	
		[] 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).	
		[] 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).	
		[] 252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).	
		[] 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).	
		[] 252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).	
		[] 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).	
		[] 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).	
		[] 252.225-7021 Trade Agreements (DEC 2005) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).	
		[] 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).	
		[] 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).	
		[] 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JUN 2005) ([] Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).	
		[] 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).	
		[] 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).	
		[] 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-F-0039 MOD/AMD	Page 12 of 18
Name of Offeror or Contractor: PORTAL DYNAMICS, INC.		

- [] 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- [X] 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).
- [] 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).
- [X] 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- [] 252.247-7023 Transportation of Supplies by Sea (MAY 2002) ([] Alternate I) (MAR 2000) ([] Alternate II) (MAR 2000) ([] Alternate III) (MAY 2002) (10 U.S.C. 2631).
- [] 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
- 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).
- 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

[End of Clause]

8

52.204-7

CENTRAL CONTRACTOR REGISTRATION

JUL/2006

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means-

- (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;
- (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record ``Active''. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-F-0039 MOD/AMD	Page 13 of 18
Name of Offeror or Contractor: PORTAL DYNAMICS, INC.		

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation DUNS or DUNS+4 followed by the DUNS or DUNS+4 number that identifies the offerors name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/> ; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Governments reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(1)

(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business days written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-F-0039 MOD/AMD	Page 14 of 18
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Name of Offeror or Contractor: PORTAL DYNAMICS, INC.

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.
The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the Suspension of Payment paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractors CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the Suspension of payment paragraph of the EFT clause of this contract.

(g) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

[End of Clause]

9 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS SEP/2005

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

(i) Name and address of the Contractor;

(ii) Invoice date and number;

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-F-0039 MOD/AMD	Page 15 of 18
Name of Offeror or Contractor: PORTAL DYNAMICS, INC.		

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-F-0039 MOD/AMD	Page 16 of 18
---------------------------	--	----------------------

Name of Offeror or Contractor: PORTAL DYNAMICS, INC.

request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.
- (t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2) (i) If a Contractor has legally changed its business name, ``doing business as'' name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the ``Suspension of Payment'' paragraph of the electronic funds transfer (EFT) clause of this contract.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-F-0039 MOD/AMD	Page 17 of 18
Name of Offeror or Contractor: PORTAL DYNAMICS, INC.		

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the ``Suspension of payment'' paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-F-0039 MOD/AMD	Page 18 of 18
Name of Offeror or Contractor: PORTAL DYNAMICS, INC.		

LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 001	PORTAL DYNAMICS PERFORMANCE-BASED PAYMENT SCHEDULE	22-MAR-2007		